#### Case 17-15634-mdc Doc 59 Filed 11/11/20 Entered 11/12/20 00:43:09 Desc Imaged Certificate of Notice Page 1 of 4

United States Bankruptcy Court Eastern District of Pennsylvania

Case No. 17-15634-mdc In re:

Raheem Furson Chapter 13

Debtor(s)

CERTIFICATE OF NOTICE

Page 1 of 2 District/off: 0313-2 User: Adminstra Date Rcvd: Nov 09, 2020 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol **Definition** 

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 11, 2020:

Recip ID Recipient Name and Address

Raheem Furson, 1165 Anchor Street, Philadelphia, PA 19124-1114

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

# BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

#### NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 11, 2020 Signature: /s/Joseph Speetjens

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 9, 2020 at the address(es) listed below:

Name **Email Address** 

BRAD J. SADEK

on behalf of Debtor Raheem Furson brad@sadeklaw.com bradsadek@gmail.com;sadek.bradj.r101013@notify.bestcase.com

LEON P. HALLER

on behalf of Creditor U.S. Bank National Association (Trustee for the Pennsylvania Housing Finance Agency) lhaller@pkh.com

dmaurer@pkh.com;mgutshall@pkh.com

MATTEO SAMUEL WEINER

on behalf of Creditor U.S. Bank National Association (Trustee for the Pennsylvania Housing Finance Agency)

bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Creditor U.S. Bank National Association (Trustee for the Pennsylvania Housing Finance Agency)

bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

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District/off: 0313-2 User: Adminstra Page 2 of 2
Date Rcvd: Nov 09, 2020 Form ID: pdf900 Total Noticed: 1

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 6

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## IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Raheem Furson

Debtor

U.S. BANK NATIONAL ASSOCIATION
(TRUSTEE FOR THE PENNSYLVANIA
HOUSING FINANCE AGENCY)

NO. 17-15634 MDC

Movant

vs.

Raheem Furson

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$6,322.72 which breaks down as follows;

Post-Petition Payments:

March 2020 to November 2020 at \$632.00/month

Late Charges:

March 2020 to October 2020 at \$16.09/month

Suspense Balance:

\$525.00

Trustee

Fees & Costs Relating to Motion:

\$1,031.00

Total Post-Petition Arrears

\$6,322.72

- The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$6,322.72.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$6,322.72 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due December 1, 2020 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$632.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

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- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
  - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 27, 2020	By: /s/ Rebecca A. Solarz, Esquire
	Attorney for Movant
Date:	
	Brad J. Sadek, Esquire
	Attorney for Debtor
· .	

hate: November 5, 2020 /s/ LeeAne O. Huggins
William C. Miller, Esquire

No Objection - Without
Prejudice to Any Trustee
Rights or Remedies

Approved by the Court this <u>9th</u> day of <u>November</u>, 2020. However, the court retains discretion regarding entry of any further order.

Magdeline D. Coleman Chief U.S. Bankruptcy Judge

Magdeline D. Coler

Chapter 13 Trustee